

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LIANHUA WENG, HAIHUA ZHAI, SHIMIN YUAN,
GUANGLI ZHANG, CHENGBIN QIAN,

Plaintiffs,

-against-

KUNG FU LITTLE STEAMED BUNS RAMEN,
INC., d/b/a Kung Fu Little Steamed Buns
Ramen, KUNG FU DELICACY, INC., d/b/a
Kung Fu Little Steamed Buns Ramen, KUNG
FU KITCHEN, INC., d/b/a Kung Fu Little
Steamed Buns Ramen, ZHE SONG, a/k/a
Peter Song, JOHN LIU, a/k/a Andy Liu,
ZHIMIN CHEN,

Defendants.

VERDICT FORM AS TO
PLAINTIFF CHENGBIN
QIAN

17-CV-273 (LAP)

VERDICT FORM AS TO PLAINTIFF CHENGBIN QIAN

- All jurors must agree on the answers to all of the questions.
- Jurors must answer the questions in the order they are presented.
- Terms defined in the Jury Instructions appear in quotation marks.

ISSUE I: DURATION OF PLAINTIFF'S EMPLOYMENT

1. Was Plaintiff employed by the "Corporate Defendants"?

Yes: ✓ No: _____

If you answer "No" to the preceding question, skip question 2.

2. On which dates was Plaintiff employed by the "Corporate Defendants"?

From March 2016 to February 2017.

From March 2017 to March 2017.

From _____ to _____.

ISSUE II: EMPLOYER STATUS

3. Was Defendant Zhe "Peter" Song Plaintiff's "employer"?

Yes: ✓ No: _____

If you answered "No" to question 1 and question 3, you are finished. Proceed to the last page to sign the verdict form.

ISSUE III: MINIMUM WAGES

4. On average, how many "compensable hours" did Plaintiff work per day? If the average number of hours worked per day changed, please note when that figure changed and what it changed to:

11 hours per day

5. On average, how many days did Plaintiff work per week? If the average number of days worked per week changed, please note when that figure changed and what it changed to:

5 days per week

6. On average, how many "compensable hours" did Plaintiff work per week? If the average number of work hours per week changed, please note when that figure changed and what it changed to:

55 hours per week

7. (a) Was Plaintiff paid on (1) an hourly basis or (2) at a flat rate for an agreed-upon period of time?

Hourly Basis: _____

Flat Rate for an Agreed-Up on Period of Time: ✓ (At 8th Ave location)

- (b) If Plaintiff was paid at a flat rate for an agreed-upon period of time, indicate the rate and the agreed-upon period of time below.

\$ 160 per day. (At 8th Ave location)

- (c) What is Plaintiff's "Regular Rate of Pay"?

\$ 0 per hour.

8. Was Plaintiff paid at least "minimum wage" by the Defendants?

Yes: _____ No: ✓

ISSUE IV: OVERTIME WAGES

9. During the term of Plaintiff's employment with the "Corporate Defendants," did Plaintiff ever work "overtime hours"?

Yes: ✓ No: _____

If you answer "No" to the question 9, skip questions 10 and 11.

10. On average, how many "overtime hours" did Plaintiff work for the Defendants per week? If the average number of "overtime hours" worked per week changed, please note when that figure changed and what it changed to:

15 hours per week (March 2016 - February 2017)

11. Was Plaintiff properly compensated for his "overtime hours" by the Defendants?

Yes: _____ No: ✓

ISSUE V: SPREAD OF HOURS

12. Did Plaintiff's "spread of hours" exceed 10 hours on any given day at any time during his employment at the Defendants?

Yes: ✓ No: _____

If you answer "No" to the question 12, skip questions 13 and 14.

13. Indicate the number of days you find that the "spread of hours" exceeded 10 hours for Plaintiff during his employment at the Defendants?

5 days per week from March 2016 to February 2017.

5 days per week from February 2017 to February 2017.

_____ days per week from _____ to _____.

_____ days per week from _____ to _____.

_____ days per week from _____ to _____.

14. Was Plaintiff properly compensated for his "spread of hours" by the Defendants?

Yes: _____ No: ✓

ISSUE VI: WAGE NOTIFICATION

15. Was Plaintiff provided with an adequate wage notice within ten days of the date he was hired by the Defendants?

Yes: _____ No: ✓

16. If you answer "No" to the preceding question, was he ever provided with an adequate wage notice?

Yes: _____ No: ✓

17. If you answered "Yes" to the preceding question, on what date was he provided an adequate wage notice?

ISSUE VII: WAGE STATEMENTS

18. Was Plaintiff provided with a full and accurate wage statement each payday during the term of his employment at the Defendants?

Yes: _____ No: ✓

19. If you answered "No" to the preceding question, for how many weeks did the Defendants fail to provide plaintiff with full and accurate wage statements?

about 50 weeks.

ISSUE VIII: GOOD FAITH

20. To the extent the Defendants failed to compensate Plaintiff the applicable "minimum wage," did they nonetheless act in "good faith"?

Yes: _____ No: ✓

21. To the extent that the Defendants failed to compensate Plaintiff adequate overtime wages, did they nonetheless act in "good faith"?

Yes: _____ No: ✓

22. To the extent that the Defendants failed to compensate Plaintiff for his "spread of hours," did they nonetheless act in "good faith"?

Yes: _____ No: ✓

23. To the extent that the Defendants failed to provide Plaintiff with an adequate wage notification, did they nonetheless act in "good faith"?

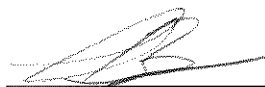
Yes: _____ No: ✓

24. To the extent that the Defendants failed to provide Plaintiff with adequate wage statements, did they nonetheless act in "good faith"?

Yes: _____ No: ✓

You are finished. The foreperson should ensure that each juror agrees with the answer to each question. If so, the foreperson should date and sign below.

Dated: March 15, 2021
New York, New York



Foreperson